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2013 DEC 18 AM 11:13

IDaho PUBLIC
UTILITIES COMMISSION

December 16, 2013

805 Central Expressway South
Suite 200
Allen, Texas 75013

Phone 972-908-4415
Fax 214-383-2737
Email: kimberly.a.douglass@ftr.com

Filing Center
Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

NEW CASE

Dear Filing Center:

CTC-T-13-05

The enclosed filing was originally sent via UPS on December 5, 2013. Due to the ice storms in Dallas that week and the following week, the package was somehow lost by UPS. Although I requested a trace on the package, UPS has not been able to locate the package to date.

If by chance the original package is found and sent to you, please disregard it. The enclosed is meant to replace what UPS lost.

Please call me at (972) 908-4415 if you have any questions.

Sincerely,

Kim Douglass
Manager
Compliance – Regulatory Affairs

Enclosures



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IDAHO
UTILITIES COMMISSION

December 4, 2013

805 Central Expressway South
Suite 200
Allen, Texas 75013

Phone 972-908-4415

Fax 214-383-2737

Email: kimberly.a.douglass@ftr.com

NEW CASE

CTC-T-13-05

Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

Dear Ms. Jewell:

Enclosed for filing and approval is an interconnection agreement between Citizens Telecommunications Company of Idaho ("Frontier") and CTC Telecom, Inc. consisting of a letter, by which CTC Telecom, Inc. adopts the Frontier – Ednetics, Inc. agreement approved by the Commission in Docket No. CTC-T-13-01.

Please call me at (972) 908-4415 if you have any questions.

Sincerely,

Kim Douglass
Manager
Compliance – Regulatory Affairs

Enclosures

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2013 DEC 18 AM 11:13

IDAHO PUBLIC
UTILITIES COMMISSION



Stephen LeVan
SVP, Carrier Sales and
Services
180 S. Clinton Ave
Rochester, NY 14646

October 31, 2013

NEW CASE

Richard Wiggins
President
130 N Superior Street
Cambridge ID 83610

CTC-T-13-05

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Wiggins:

Citizens Telecommunications Company of Idaho ("Frontier"), a Delaware corporation, with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that CTC Telecom, Inc. ("Carrier"), an Idaho corporation, with principal place of business at 130 N Superior Street, Cambridge, ID 83610, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Ednetics, Inc. ("Carrier") and Frontier that was approved by the Idaho Public Utilities Commission (the "Commission") as an effective agreement in the state of Idaho in Case Number CTC-T-13-01, Order Number 32797, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Carrier has a copy of the Terms. Please note the following with respect to Carrier's adoption of the Terms.

1. By Carrier's countersignature on this letter, Carrier hereby represents and agrees to the following seven points:

A. Carrier adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that Carrier shall be substituted in place of Ednetics, Inc. in the Terms wherever appropriate.

B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to Carrier and Frontier as may be required or permitted under the Terms shall be provided as follows:

To CTC Telecom, Inc.
Richard Wiggins
President
130 N Superior Street
Cambridge, ID 83610
Telephone Number: 208-257-3314
Facsimile Number: 208-257-3310
rwiggins@ctctele.com

To Frontier:
Frontier Communications
Attn: Director, Business Operations - Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646
Telephone Number: 585-777-5131
Roderick.cameron@ftr.com

with a copy to:

Frontier Communications
Attn: Associate General Counsel
1800 41st Street
Everett, WA 98201

D. Carrier represents and warrants that it is a certified provider of local telecommunications service in the state of Idaho, and that its adoption of the Terms will cover services in Frontier's service territory in Citizens Telecommunications Company of Idaho for the state of Idaho only.

E. In the event an interconnection agreement between Frontier and Carrier is currently in effect in the state of Idaho (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. Carrier's adoption of the Terms shall be deemed effective on upon commission approval of this adoption.

2. As the Terms are being adopted by Carrier pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny Carrier's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to Carrier are greater than the costs of providing them to Ednetics, Inc.;

B. if the provision of the Terms to Carrier is not technically feasible; and/or

C. to the extent that Frontier otherwise is not required to make the Terms available to Carrier under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("FCC Internet Orders"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Orders, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Orders, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Orders made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

6. Should Carrier attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against Carrier under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and Carrier's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of Carrier resulting from Carrier's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency

Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

8. Pursuant to the terms of the underlying agreement with Ednetics, CTC Telecom and Frontier have agreed to use the existing meet point in place today between Cambridge Telephone and Citizens Telecommunications Company of Idaho. The Parties have agreed the POI will be the boundary line between the two exchanges and each Party agrees to pay its portion of the trunking required to reach their respective end offices.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Carrier to sign this letter in the space provided below and return it to Frontier.

Sincerely,

CITIZENS TELECOMMUNICATIONS COMPANY OF IDAHO



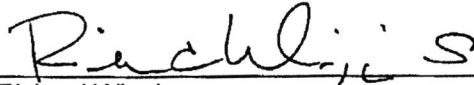
Stephen LeVan

11-15-13

(DATE)

Reviewed and countersigned as to Paragraph 1:

CTC TELECOM, INC.



Richard Wiggins
President

11-11-2013

(DATE)